

RESOLUTION NO. 2012-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR RECREATIONAL FUNDING TO BE USED AT THE SEDONA WETLANDS PROJECT.

WHEREAS, two or more public agencies may enter into an intergovernmental agreement pursuant to ARS 11-952.A; and

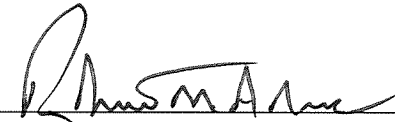
WHEREAS, the City of Sedona and Yavapai County have determined that it would be in their best interests to enter an intergovernmental agreement for funding supplied by Yavapai County for recreational uses at the Sedona Wetlands Project; and

WHEREAS, the City has reviewed the terms of the agreement and determined that it qualifies as an intergovernmental agreement under ARS 11-952.B,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves the intergovernmental agreement between Yavapai County and the City of Sedona concerning recreational funding for the Sedona Wetlands Project, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

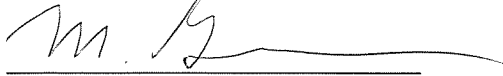
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 24th day of July, 2012.


Robert M. Adams, Mayor

ATTEST:


Sherri O'Connor, Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

INTERGOVERNMENTAL AGREEMENT

Sedona Wetlands Project

THIS AGREEMENT is made and entered into this ____ day of _____, 2012 by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona (hereinafter "the COUNTY") and the City of Sedona, a municipal corporation created under the laws of the State of Arizona (hereinafter "the CITY")

RECITALS

WHEREAS, the CITY is in the process of developing a Wetlands Preserve, as more fully described in Attachment 1 (hereinafter the "Preserve"); and

WHEREAS, upon completion, the Preserve shall be a component of the City's wastewater effluent management system and will provide a variety of educational and recreational opportunities for residents of the City, residents of the unincorporated areas of the County and visitors to the County; and

WHEREAS, the CITY has requested that the COUNTY participate in the development of the Preserve project by funding certain recreational amenities that the City proposes to install within the Preserve; and

WHEREAS, the COUNTY wishes to facilitate access to the Preserve for residents of the unincorporated areas and to secure other benefits arising from the use of the Preserve by visitors to the County; and

WHEREAS, the parties are authorized to enter into agreements for joint or cooperative action pursuant to ARS § 11-952.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Development of the Preserve.** The CITY shall be solely responsible for the development and management of the Preserve including, but not limited to, procurement of the products and services required for construction, construction administration, maintenance and repair and such other functions as required for ongoing operation of the Preserve.
- 2. Project Plan.** On or before the effective date of this Agreement the CITY shall provide to the COUNTY a Facility Plan for the Preserve. Said Plan shall include a map of the Premises showing the planned locations of all structures and improvements to be placed on the Premises, including those improvements proposed to be funded by the COUNTY pursuant to this Agreement.
- 3. Use of the Facility.** In consideration of the funding to be provided by the COUNTY pursuant to this Agreement, the CITY agrees to maintain and operate the Preserve as a wetlands facility that is open during appropriate times to the public and shall establish and maintain uniform terms and conditions for use of the Preserve and its facilities by residents of the City and residents of the unincorporated areas.

4. **County Participation.** The COUNTY hereby agrees to pay to the CITY the sum of Thirty-Five Thousand Dollars (\$35,000), said funds to be utilized for the purposes set forth in Attachment 2.
5. **Payment Processing.** Within 15 days following the COUNTY's receipt of providers' invoices as generated upon delivery of products or completion of services specified in Attachment 2, the COUNTY shall transmit to the CITY, by electronic transfer, funds in the amount of said invoices with the total of such disbursements not to exceed the amount specified in in Section 4 of this Agreement.
6. **Products and Services Procurement.** All procurements of goods or services to be funded by the COUNTY pursuant to this Agreement shall be in accordance with the CITY's approved procedures for such procurements.
7. **Indemnification and Insurance**
 - a. **Indemnification** The CITY shall defend, indemnify and hold harmless the COUNTY, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), related to, any negligent acts or omissions of the CITY or its agents, officers officials or employees arising out of, or alleged to have resulted from, the management or operation of the Preserve or otherwise pursuant to this Agreement.
 - b. **Insurance.** The CITY will obtain and maintain Commercial General Liability Insurance, to include Premises liability coverage, with a limit of not less than \$1,000,000 for each occurrence and an annual aggregate annual limit of not less than \$2,000,000 and shall cause the COUNTY to be named as an additional insured on such policies. On or before the effective date of this Agreement, the CITY will provide to the COUNTY certificates of insurance and such other documentation as the COUNTY may require confirming that the required coverage is in place.
8. **Term of Agreement.** The effective term of this agreement shall commence on _____, 2012, and shall expire on June 30, 2013 unless otherwise terminated as provided herein. Thereafter, it may be renewed for successive one-year terms by mutual agreement of the Parties. Is it understood and agreed that the Insurance and Indemnification provisions as set forth in Sections 7 and 8 of this Agreement shall survive the termination or non-renewal of this Agreement.
9. **Title to Property.** Title to all property acquired pursuant to this Agreement shall vest in the CITY upon acquisition and shall remain in the CITY at such time as this Agreement expires or is terminated.
10. **Termination for Convenience.** This Agreement may be terminated by either party upon six months written notice to the other party.
11. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement, by either party, the party claiming that a breach has occurred shall provide written notice to the breaching party, said notice to set forth the factual basis for the determination that a breach has

occurred. If the breach is not wholly or substantially remedied within 20 days of receipt of notice of breach, the Agreement shall terminate without further notice by the party claiming breach.

12. Conflicts of Interest. This agreement is subject to the provisions of A.R.S. §38-511 pertaining to conflicts of interest, the provisions of which are incorporated herein.

13. Discrimination Prohibited. The CITY shall not, in management or operation of the Preserve pursuant to this Agreement, discriminate against any person or group of persons on the basis of race, national origin, religion, political affiliation, sex, handicap, age or on any other basis subject to the requirements of applicable laws, rules or regulations.

14. Notices. Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

CITY

City of Sedona
102 Roadrunner drive
Sedona, AZ 86336.

Attn: City Manager

COUNTY

Yavapai County Board of Supervisors
1015 Fair Street
Prescott, AZ 86305

Attn: County Administrator

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding upon the parties unless evidenced by a supplemental or substitute agreement in writing signed by the parties.

IN WITNESS WHEREOF, The parties have caused this instrument to be executed and effective as of the date first above written.

[Approvals on Following Page]

COUNTY: Yavapai County

By _____
Chairman, Board of Supervisors Date

ATTEST:

Clerk, Board of Supervisors Date

APPROVED AS TO FORM

David S. Hunt Date
Deputy County Attorney

CITY: City of Sedona

By [Signature] 7/25/12
Signature Date

Mayor, City of Sedona
Title

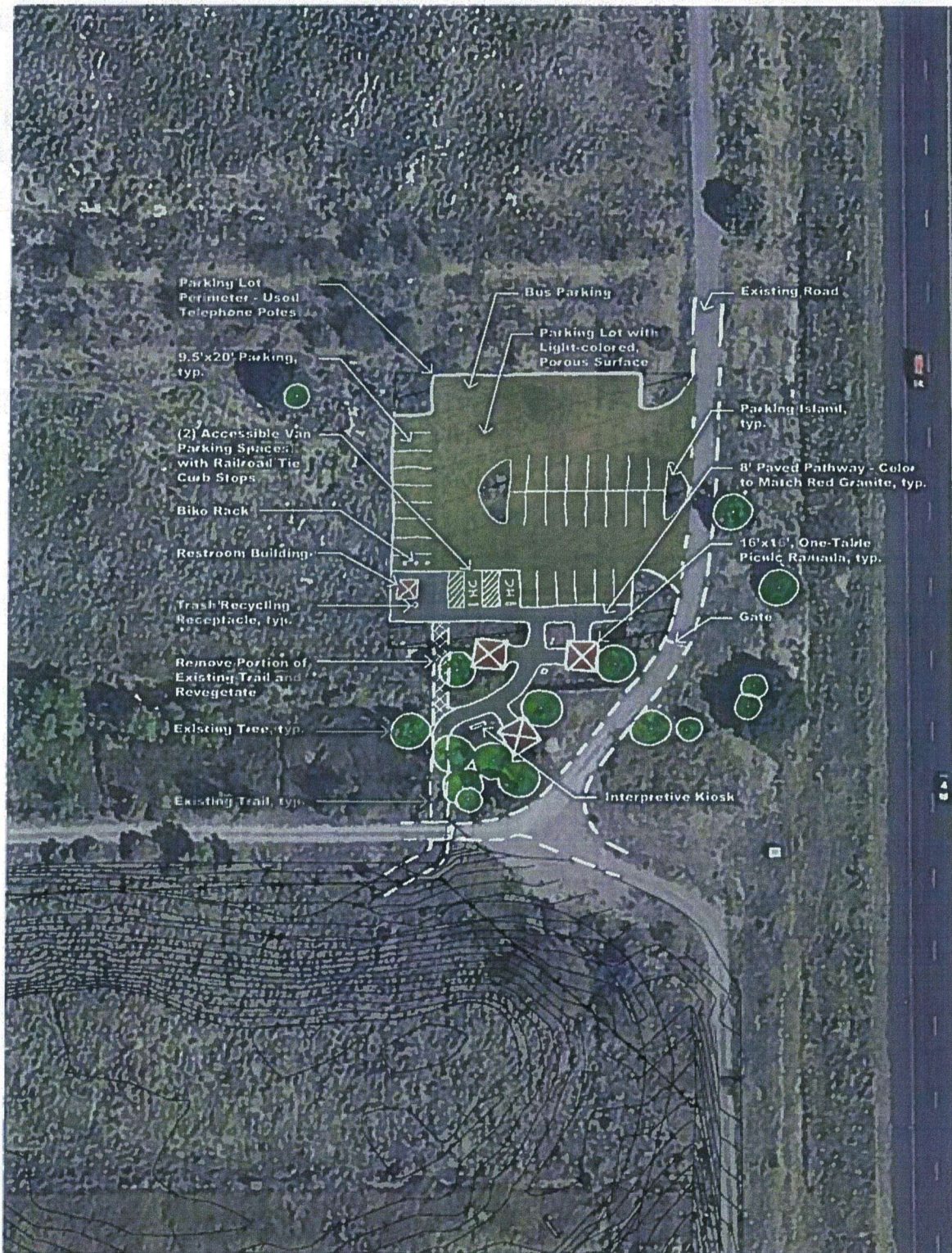
ATTEST:

[Signature] 7-25-12
Deputy City Clerk Date

APPROVED AS TO FORM

[Signature] 7-25-12
Counsel, City of Sedona Date

ATTACHMENT 1



Sedona Wetlands Preserve
Recreation Component

June 2012



ATTACHMENT 2

**Schedule of Products and Services to be Procured Pursuant with Funds
Disbursed by Yavapai County to the City of Sedona Pursuant to Wetlands IGA**

1. Products

- 2 large fabric shade structures (to cover picnic tables)
- 3 small metal shade structures (to cover benches along the trail)
- 6 benches
- 3 picnic tables.

2. Services

Funds remaining after purchase of specified products to be applied to product installation costs.